

INDUSTRIAL STAFF MEMBER AGREEMENT

LOS ALAMOS NATIONAL LABORATORY

The Parties to this Agreement are The Regents of the University of California ("University") and _____ ("Employer"); the signatories of this Agreement collectively being referred to as the "Parties" and individually as the "Party" hereto.

The University operates the Los Alamos National Laboratory ("Laboratory") under contract No. W-7405-ENG-36 for the U.S. Department of Energy ("DOE");

The University desires in furtherance of its obligations under said contract to accept the assignment of an employee of the Employer, hereinafter referred to as the Industrial Staff Member, for undertaking training, rendering expert advice and assistance, participating in research activities, and/or coordinating industrial activities and processes of mutual interest to the University and Employer;

The Employer is willing and able to make available an Industrial Staff Member in accordance with the terms and conditions of this agreement.

Now, therefore the Parties agree as follows:

A. Assignment of Industrial Staff Member

The Employer will assign the Industrial Staff Member shown below to the University.

Employee: _____

Social Security No.: _____

B. Term

The period of assignment under this agreement shall be _____ through _____. This term may be either lengthened by modification of this Agreement, or shortened by either Party, for any reason, upon notice to the other Party.

C. Area of Assignment

The Industrial Staff Member is being assigned to undertake activities related to the

_____ ("Assignment").

D. Salary and Benefits

The Industrial Staff Member remains an employee of the Employer at all times while assigned to the University. The Industrial Staff Member is compensated directly by the Employer. All employee welfare and pension benefits provided to the Industrial Staff Member are provided directly by the Employer.

E. Travel Expenses

The Employer will pay travel and relocation expenses associated with assignment of the Industrial Staff Member to the University and the subsequent return of the Industrial Staff Member to the Employer at the end of this Agreement. In addition, the Employer will pay for additional travel expenses that are incurred for the benefit of, or at the request of, the Employer. The University will pay for travel expenses that are incurred for the benefit of, or at the request of, the University, in accordance with the University's travel policies.

F. Workers' Compensation

To the extent permitted by law, the Employer will cover the Industrial Staff Member under the Employer's workers' compensation plan. To the extent not so permitted, and to the extent permitted by law, the University will cover the Industrial Staff Member under the University's workers' compensation policy or plan.

G. Industrial Staff Member Conduct

While at the Laboratory, the Industrial Staff Member will be expected to comply with policies and procedures applicable to guests and employees of the University, particularly including policies related to health and safety, security, and conduct of employees. University agrees to provide appropriate training, when necessary, in such areas.

During this assignment the Industrial Staff Member will be considered to be under the administrative and technical direction of the University. University agrees to provide the Industrial Staff Member with office space and associated support services appropriate to meet the mutual objectives of this Agreement.

H. Indemnification

The Employer will indemnify the University and DOE, their officers, agents, and employees from all alleged or actual liability, costs and expenses incurred as a result of personal injury or death of the Industrial Staff Member.

The Employer will indemnify the University and DOE, their officers, agents, and employees against all claims, losses, expenses and damages (including, but not limited to, bodily injury, death, and property damage) arising out of or resulting in any way from the use or misuse of information, techniques, or technology imparted to, or generated by, the Industrial Staff Member by the University, occurring at times when the Industrial Staff Member is not receiving training or rendering services under the control of the University, but is under the supervision and control of the Employer.

I. Protected CRADA Information and Proprietary Information

The Employer acknowledges that during the course of this Agreement the Industrial Staff Member may have access to information that is Protected CRADA Information or proprietary information to the University. The Employer will instruct the Industrial Staff Member, by concurring with the terms of this Agreement, to treat any such information of the University in accordance with University's policies and procedures communicated to the Industrial Staff Member upon assignment to the Laboratory, and in accordance with any notices or marking associated with such information. The Employer is considered to be a third party with respect to the disclosure of proprietary information and Protected CRADA Information.

J. Intellectual Property Rights

The University will retain title to rights in intellectual properties generated by the Industrial Staff Member under this Agreement while assigned to the Laboratory and the Industrial Staff member will assign all right, title, and interest in such intellectual properties, expressly including patent rights and copyright, to the University or DOE upon request of the University. The University grants to the Employer and its subsidiaries, subject only to applicable DOE approval, election and/or waiver requirements, a paid-up nonexclusive, nontransferable, worldwide license in intellectual property rights arising under this Agreement. The University further grants to the Employer a first option to negotiate an exclusive license to any such intellectual property generated by the Industrial Staff Member during the course of this Agreement. In order to obtain an exclusive license, the Employer must agree to be bound by the provision of 35 USC §204.

Employer will have no rights in intellectual property generated by the Industrial Staff Member from activities outside the Assignment.

K. Security

This Agreement does not contemplate that Employer will receive any classified information during the term of this Agreement. The University will obtain an appropriate clearance for the Industrial Staff Member in accordance with University and DOE procedures. If classified information is to be made available to the Employer, an amendment to this Agreement is required.

L. Communications

Communications between the Parties regarding the administration of this Agreement shall be addressed to the following points of contact:

Los Alamos National Laboratory
Industrial Partnership Office
P.O. Box 1663, Mail Stop C331
Los Alamos, NM 87545

ATTN: Ms. Kimberly Sherwood
Phone: (505) 665-1305
Fax: (505) 665-0154

ATTN: _____
Phone: _____
Fax: _____

M. Export Control

Employer is notified that the export of goods or technical data from the United States may require an export control license from the U.S. Government, and the failure to obtain such an export control license may result in criminal liability under the laws of the United States.

N. Termination

Either the University or the Employer may terminate this Agreement at any time by giving the other Party written notice of such action.

O. Disputes

The Parties shall attempt to jointly resolve all disputes arising from this Agreement. If the Parties are unable to jointly resolve a dispute within a reasonable period of time, the dispute shall be settled by the DOE Contracting Officer, who shall reduce his/her decision to writing within 60 days of receiving in writing the request for a decision by either Party to this Agreement. The

DOE contracting Officer shall mail or otherwise furnish a copy of the decision to the Parties. The decision of the DOE Contracting Officer is final unless, within 120 days, the Employer brings an action for adjudication in a court of competent jurisdiction in the State of New Mexico. To the extent that there is no applicable U.S. Federal law, this Agreement and performance thereunder shall be governed by the laws of the State of New Mexico.

P. Entirety of the Agreement

This Agreement constitutes the entire and only agreement between the Parties with respect to the subject matter hereof, and this Agreement may not be amended except by a written instrument executed by authorized representatives of each Party.

This Agreement is hereby executed by the authorized representatives of the Parties identified below.

For the University: _____ Date: _____

Printed Name and Title: _____

For the Employer: _____ Date: _____

Printed Name and Title: _____

Concurrence by Employer's Employee:

I have read this Agreement and I accept its terms.

Industrial Staff Member Date: _____